

# **EXHIBITS**

AGREEMENT NUMBER  
**02-25852**

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Health Services also referred to as DHS

CONTRACTOR'S NAME

2. The term of this Agreement is: through

3. The maximum amount \$ of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	14 pages
Exhibit A-Attachment 1 – Contractor's Work Plan	X pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C * – General Terms and Conditions	GTC 201 dated 2/20/01
Exhibit D(F) – Special Terms and Conditions (Attached hereto as part of this agreement)	27 pages
Exhibit E – Additional Provisions	7 pages
Exhibit F – Contractor's Release	1 pages
Exhibit G – Travel Reimbursement Information	2 pages

See Exhibit E, Provision 1 for additional incorporated exhibits.

Items shown above with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Health Services or DHS

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Edward Stahlberg, Chief, Program Support Branch

ADDRESS

1800 3rd. Street, Rm. 455, P.O. Box 942732, Sacramento, CA 94234-7320

California Department of General  
Services Use Only

☐ Exempt per:

**Exhibit A**  
**Scope of Work**

1. Contractor agrees to provide to the California Department of Health Services (DHS) the services described herein and agrees that all tasks and deliverables provided to the DHS shall conform to California law and to federal law. The Contractor further agrees to provide to DHS, at the DHS's request, documentation that a given task or deliverable conforms to California and federal law. This documentation shall include legal and policy analyses demonstrating such conformance.
2. The Contractor shall develop and implement the Assisted Living Waiver Pilot Project (ALWPP) which is intended to evaluate assisted living as a Medi-Cal benefit in two community settings—licensed residential care facility for the elderly and in publicly-funded senior and disabled housing, as required in Welfare and Institutions Code, section 14132.26. The Contractor will provide technical consultant services to DHS and will facilitate all aspects of the pilot project in partnership with DHS, with DHS having final approval of all deliverables. The Contractor must meet all requirements presented in this RFA and shall provide all deliverables outlined in this Exhibit. All deliverables must be approved by DHS in order for the contractor to be reimbursed. Deliverables named below are required in order to implement the ALWPP. Examples of activities are listed here to reflect the type of work necessary to achieve the goals set forth in Welfare and Institutions Code section 14132.26. The Contractor's Work Plan portion of the technical proposal will identify the Contractor's approach to providing the required deliverables. Required tasks and deliverables are listed below:

**A. Task #1 -- Develop Federal Waiver Application**

DHS anticipates that a federal waiver pursuant to Section 1915 (c) and/or 1915 (b) of the Social Security Act (SSA) will be required in order to implement the Assisted Living Waiver Pilot Project. Requirements for federal Home and Community-Based Services (HCBS) waivers are available at 42 Code of Federal Regulations (CFR) Part 441, Subpart G (commencing with section 441.300 and in the State Medicaid Manual available at the website for the federal Health and Human Services, Centers for Medicare and Medicaid Services (CMS) website at <http://www.cms.gov/manuals/cmstoc.asp>. **NOTE:** An applicant's discussion about which of the enabling SSA waiver authority sections (1915 (b) and/or (c)) will be used to implement the ALWPP is not necessary during the RFA process.

**Task #1 Goal:** The Contractor will complete all sections of the federal waiver application, resolve all policy questions and issues in conjunction with DHS regarding the contents of the waiver application and secure all State and federal approvals of the waiver application prior to implementing the Assisted Living Waiver Pilot Project.

**NOTE:** The decision about which section of the Social Security Act must be waived in order to implement the ALWPP is to be a DHS decision based on the contractor's research and recommendations resulting from approved workplan activities.

**Task #1 Timeline:** State & federal approval of waiver application by May 2004.

**Task #1 Deliverables:**

- a. Recommendation based on research regarding the specific type of waiver under the 1965 Social Security Act (Sections 1915 (b) and/or 1915 (c)).
- b. Development of a federal waiver application that includes all standard CMS requirements. These standard requirements include, but are not limited to:
  - i. Identification and description of the target population to be served under the pilot project.
  - ii. Description of assisted living as a Medi-Cal benefit, as approved by DHS.
  - iii. Service authorization criteria and process, including participant level of care need and risk factors.
  - iv. Service definitions. This requirement includes what direct services are included in the assisted living benefit. A glossary of related terms will be necessary for consumers and providers.
  - v. Assisted living provider standards for both delivery models.
  - vi. Quality assurance and improvement standards and protocols.
  - vii. Federal cost neutrality projections.
  - viii. Description of the comparable nursing facility population and supportable evidence demonstrating cost neutrality of the waiver (if a HCBS waiver).
  - ix. Analysis of policy issues with recommended options for resolution.
  - x. Monthly reports and briefings regarding waiver development.
- c. State and federal approvals of the waiver application.

**Examples of Contractor Activities for Task #1:**

- a. Hold focus groups with providers and developers, consumer advocates, local planning site organizations, advocacy organizations, trade associations.
- b. Conduct interviews and other discussions with DHS and other state program experts.
- c. Conduct meetings with DHS divisions impacted by pilot project implementation, such as Medi-Cal Policy Division, Payment Systems Division, and others.

- d. Research Medicaid waivers submitted by other states enabling them to implement an assisted living benefit.
- e. Conduct assisted living industry surveys.
- f. Conduct interviews with State and federal policy officials.
- g. Perform cost analyses.
- h. Analyze long term care service utilization trending in California.
- i. Conduct a clinical analysis of a comparable population receiving inpatient nursing facility services.
- j. Conduct interviews with potential consumers.
- k. Hold meetings with State and federal housing program experts.

**B. Task # 2 – Develop and Finalize Assisted Living Provider Reimbursement Methodology and Provider Payment System**

**Task # 2 Goal:** The Contractor will develop a provider reimbursement methodology and payment system, which is based on a consumer-oriented assisted living benefit, under Medi-Cal. Provider reimbursement and payment must be designed to meet federal cost neutrality requirements under the Medicaid program as compared to the cost for inpatient nursing facility services. The approved provider reimbursement system must be coordinated with existing Medi-Cal provider enrollment, provider payment, and fiscal intermediary systems

**NOTE:** Housing costs in a community setting are not currently reimbursable under Medicaid.

**Task # 2 Timeline:** TBD by Contractor on Work Plan, attached.

**Task # 2 Deliverables:**

- a. Recommendation based on research regarding provider reimbursement methodology.
- b. Policy and procedures to implement one or more of the following provider reimbursement methodologies that includes the assisted living benefit and is based on sound research and analysis:
  - Policy and procedures, subject to DHS approval, for a fee for service assisted living service rate structure using existing Medi-Cal provider types and rates; **OR**
  - Policy and procedures, subject to DHS approval, for a new Medi-Cal rate structure for fee for service assisted living services; **OR**
  - Policy and procedures, subject to DHS approval, for a capitated reimbursement system for community-based long term care services, which includes assisted living; **OR**
  - Policy and procedures that implement both a fee for service AND a capitated rate system for financing the Medi-Cal assisted living benefit.

This option would assume reimbursement methodologies being implemented differently in different areas of the state during the ALWPP. Subsequent reports on this option would include a test and a comparison of both reimbursement models and the efficacy for each in terms of cost savings to Medi-Cal, provider efficiencies and consumer satisfaction.

**NOTE:** This RFA does not preclude the applicant from proposing agreement(s) between assisted living providers and other agencies to support the pilot project with services to the pilot project participants, which are outside the scope of the Medi-Cal program; for example, Medicare, Area Agencies on Aging, Independent Living Centers, local county government, or others. Proposed agreements, which may impact the success and/or sustainability of the pilot project, are subject to DHS approval.

- c. Service codes and reimbursement rates that can be used by the Medi-Cal fiscal intermediary to transmit payments to providers in two delivery models—licensed RCFE and publicly funded senior and disabled housing. DHS expects that provider types may be different in each delivery model and may require the identification of two sets of codes and rates.
- d. Data management and retrieval system, which enables DHS to generate a variety of reports on provider claims and payments.
- e. Monthly fiscal and program reports subsequent to implementing the pilot project. Reports to include those required by DHS to report expenditures to CMS under the waiver program and any additional reports, which may be required.
- f. Trend analysis and the evaluation of service utilization and expenditures by individuals served and by population sub-groups.
- g. Cost basis for shared service providers which can be validated and used for future rate setting. Shared providers would be those individual service providers whose time is allocated to a number of beneficiaries under one bundled rate, if applicable (personal care, medication monitoring, care management and coordination, for example).
- h. Validation of estimates in the federal waiver application regarding utilization of Medi-Cal State Plan services and waiver services for pilot project participants and for the comparable institutionalized population(s).
- i. A provider payment and claims process as approved by DHS/Payment Systems Division and as coordinated with the Medi-Cal Fiscal Intermediary.
- j. Individual service definitions and pricing.
- k. Criteria related to the pilot project participants' medical need, which may be used by DHS utilization review staff to authorize assisted living waiver services.
- l. Service menu used by case managers for consumer information and for participant choice of individual services while participating in the pilot project.

- m. Cost information for case managers in order to manage federal cost neutrality requirements.

**Examples of Contractor Activities for Task #2:**

- a. Conduct assisted living industry provider audit sample of actual costs associated with services in a licensed RCFE and services in publicly funded senior and disabled housing.
- b. Research two or more states' rate methodology and provider reimbursement for assisted living under the Medicaid program.
- c. Research other payers' reimbursement of assisted living; e.g. private insurance.
- d. Research California's state and local subsidy programs for affordable housing—single and/or multi-family units. Coordinate results with service pricing in order to determine sustainability of the Medi-Cal assisted living provider community.
- e. Research the requirements for DHS/Medi-Cal provider payment systems; e.g. Fiscal Intermediary, existing codes and rates, provider publications, etc.
- f. Research Medi-Cal utilization trends for institutional long-term care.
- g. Identify comparable population.
- h. Survey providers for feasibility and impact of the proposed methodology.
- i. Development of codes and rates, if necessary.
- j. Develop proposed Policy Statements, Operating Instruction Letters, and Provider Bulletins for DHS approval.

**C. Task #3 – Design and Plan the Assisted Living Waiver Pilot Project, Conduct Site and Provider Selection**

**Task #3 Goal:** The Contractor will submit to DHS a program design for the Assisted Living Waiver Pilot Project that serves a total of 500 to 1000 consumers in two or more geographic locations in California. The geographic locations served by the pilot project will be called "sites." A site may have one or more participating RCFE and/or any number of public housing units or projects participating in the pilot project. The DHS requires that at least one site be in an urban setting and at least one site be in a rural setting. At least one site is required in southern California. Local sites for the Assisted Living Waiver Pilot Project may utilize one or both delivery models (licensed RCFE and publicly funded senior and disabled housing) as long as data on each model can be gathered and reported separately. This RFA does not preclude any configuration of one or both delivery models in a local site as long as the pilot project, as a whole, tests both models of assisted living service delivery. Once geographic ALWPP sites are selected, the Contractor, along with DHS, will select the direct service providers for the ALWPP. Direct care service providers under the Assisted Living Waiver Pilot Project must be designated in the approved waiver, must meet all provider standards as will be identified in the approved waiver, and

must be enrolled as Medi-Cal providers during the pilot project period. The Contractor will work within the planning processes unique to each local ALWPP site and its infrastructure of housing and service providers while developing the ALWPP implementation plan. The DHS assumes that the Assisted Living Waiver Pilot Project will utilize existing RCFEs and existing publicly funded senior and disabled housing stock. However, this RFA does not preclude other approaches to coordinating with the development of new low cost housing, if all other requirements are met and agreed to by DHS.

**Task #3 Timeline:** TBD by Contractor on Work Plan, attached.

**Task #3 Deliverables:**

- a. Local ALWPP site and direct service provider selection process approved by DHS and developed with input from stakeholders who have participated on the Assisted Living Workgroup. The ALWPP site selection process and the ALWPP direct service provider selection process will include a procedure for responding to protests and resolution of grievances, if necessary.
- b. ALWPP site selection criteria and ALWPP direct service provider selection criteria; for example, must be able to serve x consumers in a rural setting, must be x miles to an acute care hospital, must employ x type of caregivers. All ALWPP direct service providers must meet standard requirements outlined in the waiver application.
- c. Outreach materials soliciting local community involvement and provider participation in the pilot project.
- d. Public announcements of pilot project sites prepared and coordinated for DHS; for example, written press releases and/or public appearance opportunities.
- e. ALWPP direct service provider enrollment process which meets current Medi-Cal requirements and any new requirements, if necessary.
- f. Two or more pilot project sites selected according to the process and criteria developed by the contractor and approved by DHS with the capacity to serve 500 to 1000 participants statewide.
- g. Orientation for provider staff in regards to the requirements for participation in the Assisted Living Waiver Pilot Project, as outlined in the federal waiver application.
- h. An overall pilot project design, which conforms to federal law and to California law, including Welfare and Institutions Code section 14132.26, and that DHS approves.
- i. A written process and criteria, by which the DHS can terminate providers from the pilot project based on RCFE licensure deficiencies, participant health and safety, special incidents, and/or allegations of elder or dependent adult abuse, as identified in the approved waiver application, if necessary. Such process must include a plan to facilitate transfers and/or



moves by participants to other housing alternatives for health and/or safety reasons.

**Examples of Contractor Activities for Task 3:**

- a. Research/development of provider availability and interest in being pilot project sites.
- b. Research local assisted living services and providers supply and customer demand.
- c. Research nursing facility supply and demand; eg. vacancy rates and utilization of inpatient services.
- d. Research statewide and local availability of acute care, primary care and community-based health and social services with an eye toward which areas might be suitable pilot project sites.
- e. Public relations activities –workgroup, focus groups, surveys, interviews with stakeholders to determine community support for the pilot project site.
- f. Outreach notices to potential pilot project site organizations to generate community support.
- g. Development of local site selection criteria; e.g. availability of acute care, primary care, interested providers, low cost housing subsidies, etc.
- h. Research and plan a selection process which is approved by DHS; e.g. application process, selection criteria, and announcements.
- i. Maintain records on provider grievances, if any.
- j. Implement a State level pilot project site selection process in coordination with DHS.
- k. Local public relations activities surrounding announcements of pilot project sites.
- l. Develop roles and responsibilities for an orientation process for pilot project sites.

**D. Task #4 – Develop and Present Training Sessions and Materials for Assisted Living Waiver Pilot Project Providers and Staff**

**Task #4 Goal:** The Assisted Living Waiver Pilot Project will be developed in a collaborative manner with training and orientation to those case managers, direct service providers, industry provider entities (licensed RCFEs and publicly funded housing) and any community individuals and/or groups who are impacted by the local pilot project site operations. Training and orientation subjects are to include but are not limited to, Medi-Cal program and eligibility requirements, level of care needs of pilot project participants, Medi-Cal assisted living authorization criteria, medical and clinical documentation required by the pilot project providers, care giving and workforce issues, reporting requirements, provider enrollment and reimbursement procedures, and other topics which may be necessary for pilot project implementation. Training materials developed by the contractor (print, video or other media) shall be retained by DHS for future

publication and use. All materials and public information shall meet accessibility standards required by the Americans with Disabilities Act.

**Task #4 Timeline:** TBD by Contractor on Work Plan, attached.

**Task #4 Deliverables:**

- a. Initial and quarterly provider training sessions for care managers and direct care providers (licensed vocational nurses, registered nurses, personal care attendants, other direct care staff).
- b. Training materials approved by DHS and adapted for presentations to particular audiences, such as registered nurses, personal care workers, care managers, building managers, etc. Materials used by the trainer can include PowerPoint presentations, handout materials, booklets, brochures, videotapes, etc.
- c. Initial and ongoing training sessions for DHS staff for the purpose of preparing them for quality assurance and improvement monitoring of the pilot project.
- d. Evaluation/quality improvement of training curriculum and materials.

**Examples of Contractor Activities for Task #4:**

- a. Research and development of curriculum.
- b. Conduct focus groups for feedback.
- c. Conduct testing for effective curriculum techniques.
- d. Conduct surveys, meetings, and interviews with affected providers and staff to review and research training needs.
- e. Develop and publish print, video or other media material.
- f. Evaluate training sessions and materials.

**E. Task # 5 – Develop and Publish Assisted Living Waiver Pilot Project Participant Enrollment Information**

**Goal:** The DHS must ensure that providers under the Assisted Living Waiver Pilot Project will provide individual participants with information which meets federal requirements for informed choice of services, providers and options for receiving long-term care in a community setting. These information requirements are in the CMS guidelines for HCBS waivers in the State Medicaid Manual. Enrollment materials which contain this information will be used prior to and during an individual's participation in the Medi-Cal Assisted Living Waiver Pilot Project. Information materials are required to reflect a consumer-driven approach to care planning and an informed choice of health care services. Documentation of a participant's understanding of informed choices will be required of all participating service providers. The Contractor is required to coordinate participant enrollment information materials regarding the Assisted Living Waiver Pilot Project with documents used in each of the two delivery

models; for example, admission documents in an RCFE and rental agreements in public housing. Information furnished to pilot project participants must provide information about how to access the existing Medi-Cal fair hearing process described in CCR Title 22 section 51014.1. The Contractor will work with DHS to develop such enrollment information and materials with final approval of content resting with DHS. All materials and public information shall meet accessibility standards required by the Americans with Disabilities Act.

**Task # 5 Timeline:** TBD by Contractor on Work Plan, attached.

**Task # 5 Deliverables:**

- a. Written content and print layouts and/or videotape information for consumer informing notices/disclosures about Medi-Cal assisted living waiver services approved by DHS. Content narrative must be translated into Spanish and up to two other languages represented in the proposed assisted living site communities.
- b. Written guidelines for providers to enroll and dis-enroll participants into the ALWPP as outlined in the proposed federal waiver application.
- c. DHS internal written ALWPP consumer enrollment and disenrollment tracking and record-keeping protocol as approved by DHS. Such protocol must include a statewide, consumer waiting list procedure.

**Examples of Contractor Activities for Task #5:**

- a. Review assisted living admission documents used by other states.
- b. Research issues surrounding rental agreements (in publicly funded senior and disabled housing) and admission documents (in licensed RCFEs); for example, terms and conditions regarding transfers and/or evictions, provider liability, risk management, accessibility to information, informed choice, and consumer rights which may apply in each housing model.
- c. Meetings and discussions, conferences and presentations with DHS and/or DSS/Community Care Licensing staff.
- d. Print materials development.
- e. Other media development.
- f. Consumer and provider focus groups to test clarity and accuracy of information.

**F. Task # 6 – Implement the Pilot Project**

**Goal:** The Contractor will coordinate and monitor all aspects of the implementation of the Assisted Living Waiver Pilot Project with ongoing consultation with and oversight by DHS. Coordination includes the alignment of the Medi-Cal assisted living benefit with other statewide programs and benefits which may be impacted—for example, Personal Care Services Program (PCSP), Residential Care for the Elderly (RCFE) licensure standards, Supplemental

Security Income/State Supplemental Payment (SSI/SSP), the federal Housing and Urban Development (HUD) programs at the local level, other Medi-Cal waiver benefits and State Plan benefits, Older Americans Act programs, Long-Term Care Integration initiatives, Programs for All Inclusive Care for the Elderly, the formal health care system (acute, primary and emergency care), local planning and development initiatives, and local community based organizations. The purpose of such coordination is to ensure the efficiency of the delivery of the assisted living benefit, and the consistency of information provided to potential assisted living consumers. The Contractor's monitoring will include implementing a quality assurance and improvement plan and regular and ad hoc progress reports to DHS regarding successes of and challenges to the Assisted Living Waiver Pilot Project. The Contractor is required to defer to DHS with regard to the approval of any and all policy matters related to implementing the Assisted Living Waiver Pilot Project.

**Task # 6 Timeline:** TBD by Contractor on Work Plan, attached.

**Task # 6 Deliverables:**

- a. A Work Plan approved by DHS to implement the Assisted Living Waiver Pilot Project.
- b. No less than two ALWPP sites, each with one or more qualified ALWPP providers, as designated in the federal waiver application.
- c. Quality assurance and improvement monitoring plan which includes consumer encounter data in each of the two models of service delivery (licensed RCFE and publicly funded senior and disabled housing) with a statistically adequate total consumer sample (no less than 500 enrolled participants).
- d. Monthly and periodic ad hoc reports.
- e. Monthly meetings scheduled with DHS and DSS/Community Care Licensing to trouble-shoot RCFE licensure issues.
- f. Quarterly meetings with providers at each local ALWPP site to receive feedback.
- g. Care management and coordination services and consumer-driven care planning for ALWPP enrolled participants.
- h. A process to ensure scheduled and unscheduled assisted living services are available to consumers.
- i. A process to inform consumers about choice of services.
- j. A process to address changes in a participant's health condition and needs for services.
- k. A service authorization process coordinated with DHS Medi-Cal service utilization review processes.
- l. Timely claims and payments to providers using the Medi-Cal fiscal intermediary.
- m. A process to respond to consumer complaints.

**Examples of Contractor Activities for Task #6:**

- a. Multi-faceted monitoring of the ALWPP.
- b. Monthly Cost reporting and analysis to be used in the Report to the Legislature.
- c. Quality improvement measures, which can be used to make policy change if necessary.
- d. Consumer surveys and trending, showing consumer satisfaction or dissatisfaction with assisted living services.
- e. Planning and coordination with DHS monitoring staff to identify sustainable quality assurance protocols.
- f. Coordination with DSS/CCL licensure program evaluators to maintain consistency of information about the ALWPP.
- g. Coordination with HUD program staff regarding the ALWPP participants' access to rental subsidy programs.
- h. Coordination with Medi-Cal eligibility system to avoid gaps in Medi-Cal eligibility for participants during their enrollment in the ALWPP.

**G. Task #7 – Design and Implement a Quality Assurance and Improvement Program**

**Goal:** The Contractor will design and implement a Quality Assurance and Quality Improvement program that ensures that assisted living services are delivered to consumers. Consumer satisfaction surveys are required to be one method of determining quality in the Assisted Living Waiver Pilot Project. All quality assurance and improvement procedures must be approved by DHS and included in the federal waiver application.

**Task #7 Timeline:** TBD by Contractor on Work Plan, attached.

**Task #7 Deliverables:**

- a. Quality assurance and improvement plan approved by DHS.
- b. Data management & retrieval plan which records costs, consumer utilization of services and health care encounter data, and which can meet monthly reporting requirements identified in Task #6.
- c. Provider standards monitoring plan which is coordinated with the DSS/Community Care Licensing and which includes special incident reporting.
- d. Consumer quality survey instrument and implementation plan designed by the Contractor or adopted from another available source with approval by DHS.

**Examples of Contractor Activities for Task #7:**

- a. Development of utilization review procedures monitored for quality and consistency.

- b. Development of training for professionals who do service authorization and/or care management and coordination, including monitoring for quality and consistency.
- c. Development of and staffing of a monitoring plan.
- d. Data analysis and reporting to DHS.
- e. Quality improvement design/analysis and reports.
- f. Consumer survey research, design, implementation and analysis.
- g. Cost analysis.

**H. Task # 8 – Contribute to an Assisted Living Waiver Pilot Project Evaluation**

**Goal:** The Contractor must generate sufficient findings on the effectiveness of the ALWPP in order for the DHS to meet the requirement in W&I Code section 14132.26 (f) (1-3) which calls for a report to the California Legislature. The report must include the results of the test of efficacy of the two delivery models for assisted living as a Medi-Cal benefit—licensed RCFE and publicly funded senior and disabled housing.

The Contractor is required to furnish substantial data and written information, which will be used in the required report to the legislature. Any and all data and information on the outcomes of the Assisted Living Waiver Pilot Project is to be retained by DHS. The Contractor will be required to draft substantial portions of the report to the legislature with DHS furnishing editorial authority and final approval and routing of the Report to the Legislature as required by Welfare and Institutions Code section 14132.26, subdivision (f).

**Task # 8 Timeline:** Report to the Legislature is due as soon as is feasible after one year of pilot project implementation and enrollment of a significant sample of beneficiaries utilizing the assisted living benefit. Deliverables listed below are due 90 days subsequent to 12 months of ALWPP implementation.

**Task # 8 Deliverables:**

- a. Written report describing the cost effectiveness of each of the two models and costs of the assisted living benefit as related to any sub-groups of the population served.
- b. Data and narrative report on consumer quality & health encounter outcomes (nursing facility avoidance and/or chronic condition management).
- c. Realized and/or projected savings to local, State and federal governments and to the Medi-Cal program.
- d. Written recommendations for improvement of waiver policy and/or operation.
- e. Written recommendations regarding regulatory change, if applicable, for a sustainable Medi-Cal assisted living benefit.

- f. Written overview of the outcomes of the ALWPP to be used in the DHS Report to the Legislature supplemented with optional materials in other media such as PowerPoint Presentation or video.

**Examples of Contractor Activities for Task #8:**

- a. Analyze and synthesize data.
  - b. Audit claims, health care data and service units.
  - c. Transcribe and/or summarize consumer interviews.
  - d. Transcribe or summarize community interviews/focus groups.
  - e. Synthesize and summarize data and concepts.
  - f. Presentation of overview of the ALWPP to DHS and other State agencies.
  - g. Hold workgroups and write reports.
3. These services shall be performed at the Contractor's place of business, at DHS and DSS CCL offices statewide, and at ALWPP provider sites including RCFEs and publicly funded senior and disabled housing within California, which will be named in the approved waiver application.
4. These services shall be provided during State working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except official State holidays throughout the length of the contract.
5. The project representatives during the term of this agreement will be:

<b>Department of Health Services</b>	<b>Contractor</b>
Mark Mimnaugh, NC II, Contract Manager Phone: 916-324-7578 Fax: 916-324-0981	Contract Manager Phone: Fax:

All inquiries and information regarding the contract must be directed to the respective project managers during the term of the contract to the address and telephones numbers listed below.

<b>Department of Health Services</b>	<b>Contractor</b>
Medi-Cal Operations Division Attn: Mark Mimnaugh, NC II 700 N. Tenth Street, Room 102 P.O. Box 942732 Sacramento, CA 94234-7320 Phone: 916-324-7578 Fax: 916-324-0981	Contractor Name Attn: Contract Manager Street Address P.O. Box Address City, State, Zip Code Phone: Fax:

Either party may make changes to the information above by giving 30 days written notice to the other party. Said changes shall not require an amendment to this agreement.

6. The Contractor shall be responsible for performing the services in this RFA and those identified in the completed Contractor's Work Plan, Exhibit A-Attachment I. All contracted consultant services and activities must be approved by DHS in order to be reimbursed under the contract.



**Exhibit B**  
**Budget Detail and Payment Provisions**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the terms and conditions specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in *triplicate* not more frequently than *monthly* in arrears to:

Department of Health Services  
Medi-Cal Operations Division  
Operations Management and Policy Section  
Attn: Mark Mimnaugh  
700 N. 10<sup>th</sup> Street, Room 102, P.O. Box 942732  
Sacramento, CA 94234-7320

- C. Invoices shall:
  - 1) Be prepared on company letterhead.
  - 2) Bear the Contractor's name as shown on the agreement.
  - 3) Identify the billing and/or performance period and Task Number(s) and Deliverable(s) covered by the invoice.
  - 4) Itemize allowable costs and completed Tasks/Deliverables for the billing period.
  - 5) Be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. Amounts Payable**

- A. Approximately half of the amount payable under this contract is subject to the availability of Federal Funding Participation and approval by the federal Centers for Medicare and Medicaid Services.
- B. The Cost Proposal Form (Attachment 8) and Budget Detail by Year Matrix (Attachment 8-A) delineate the maximum amount payable for the complete and satisfactory delivery of each task required under this contract.

**5. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this agreement.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "Contractor's Release (Exhibit F)" acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this agreement.

**6. Allowable Line Item Shifts**

- A. Cumulative line item shifts of up to \$25,000 or 10% of the annual agreement total, whichever is greater, may be made up to a cumulative annual maximum of \$50,000, provided the annual agreement total does not increase or decrease.

- B. Line item shifts meeting this criteria shall not require a formal agreement amendment.
- C. Contractor shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.
- D. Line item shifts may be proposed/requested by either the State or the Contractor.

**7. Conditions Precedent To Payment**

- A. The conditions described in this Exhibit shall be considered conditions precedent to Contractor payment for receipt of specific goods or services required by this contract.
- B. All Deliverables must be approved by DHS in order for the Contractor to be reimbursed.
- C. Payment to the Contractor will be made in arrears for goods and services described in this RFA, provided that satisfactory progress has been made toward meeting contractual responsibilities. Determination of satisfactory progress shall be made by the DHS Contract Manager based on comparison of what is required in the Scope of Work and requirements included in the Contractor's technical proposal for each project and comparison of the content of the estimate and final cost to the specifications contained in the Deliverables Work Plan, approved by DHS and the Contractor in writing. If satisfactory progress has not been achieved, it shall be so indicated as part of a supplemental explanation of deficiencies and a plan to achieve satisfactory progress shall be included. In the event the Contractor fails to address all deliverable and performance objective requirements, payment will not be made by DHS until satisfactory progress has been made toward completion of the specified Deliverables.

**Exhibit C**  
**General Terms and Conditions**

Please Note: An Exhibit C will not appear in this agreement.

The General Terms and Conditions (GTC 201) will be included by reference only.

Contractor's wishing to view the GTC must visit the Department of General  
Services Internet site:

<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>